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In the Supreme Court of the United States.

OCTOBER TERM, 1919. No. 415.

Philadelphia and Reading Railway Company, Petitioner,

vs.

Margaret L. Hancock, Respondent.

ON A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE COMMONWEALTH OF PENNSYLVANIA.

STATEMENT OF THE CASE.

This case comes before the Court on a writ of *certiorari* issued to the Supreme Court for the Commonwealth of Pennsylvania to review a judgment of that Court affirming a judgment of the Court of Common Pleas of Schuylkill County, which affirmed an award of the Compensation Board of ~~the Workmen's Compensation Act for~~ the Commonwealth of Pennsylvania. The question involved may be stated as follows:—

1. Is a brakeman engaged in interstate commerce while working on a train of cars which were destined, marked and enroute from a point in Pennsylvania to points in

New York, although way-bills consigning the cars to individual consignees had not yet been issued and were not to be issued until after the cars passed the railway scales?

The evidence taken before the Compensation Board shows that Margaret L. Hancock filed a petition under the Workmen's Compensation Act to recover compensation for the death of her husband, a brakeman, employed by the defendant, Philadelphia and Reading Railway Company, who was killed on March 15th, 1916, while engaged in moving a coal train from Locust Gap Colliery to Locust Summit Yard, both on the line of the Philadelphia and Reading Railway.

In accordance with the usual practice, before the train started the shipping clerk of the Philadelphia and Reading Coal and Iron Company gave the railway train conductor a ticket for each car, which described the car, its contents, capacity and the railway track scale where it was to be weighed. It also gave the order number and code letters of the shipment. Seven of these tickets bore the cole letters "M. C." which stood for "points on the New York Central Railroad, outside the State of Pennsylvania."

When the "M. C." cars and tickets reached the Shamokin Scale the following day, the name of the consignee and his address were entered on the tickets, which were returned to the colliery, and the cars were weighed, way-billed, and forwarded to individual consignees, the destination in each instance conforming to the direction given by the code letters on the car tickets.

This method of handling coal shipments has been followed for many years. The cars from the collieries in the vicinity are first taken to Locust Summit Yard, thence, those destined west to go to Shamokin Scale, and those for the east to St. Clair Scale. The correct freight rate cannot be applied until the cars are weighed and therefore the billing clerks are stationed at the weigh scales. The rate or freight charge covers the whole journey from the colliery to the final destination outside of the State of Pennsylvania.

The shipments are collected and concentrated in this way for convenience in railway operation, and to avoid the expense of maintaining track scales at each colliery.

The Compensation Referee awarded compensation, the defendant appealed alleging error of law, and the claimant petitioned for a hearing *de novo*. The Compensation Board granted the petition, heard the case *de novo*, and made an award to the claimant; (Opinion R. pages 33 to 39).

An appeal was taken under the Act to the Court of Common Pleas of Schuylkill County, Pennsylvania, which affirmed the Compensation Board, (Opinion R. pages 41 to 43), and from the judgment of that Court an appeal was taken to the Supreme Court of Pennsylvania. The highest Court of the Commonwealth of Pennsylvania affirmed the judgment of the Court of Common Pleas (R. page 74), and from the judgment of that Court a petition for a writ of *certiorari* was filed in this Court and allowed.

SPECIFICATIONS OF ERROR.

I. The Supreme Court of Pennsylvania erred in affirming the judgment of the Court of Common Pleas of Schuylkill County, State of Pennsylvania, for the respondent, whereby the petitioner was denied the right, privilege and immunity claimed by it under the Act of Congress of April 22, 1908, Chapter 149, commonly called the Federal Employers' Liability Act.

II. The Supreme Court of Pennsylvania erred in affirming the judgment of the Court of Common Pleas of Schuylkill County, State of Pennsylvania, for the respondent, on the ground that finding 5 of the Workmen's Compensation Board of the State of Pennsylvania was conclusive on the Court below while utterly ignoring the equally conclusive character of finding 7 and finding 4 of the said Workmen's Compensation Board. The said findings of the Workmen's Compensation Board are as follows:—

"4. The work of the deceased for the defendant never took him outside of the State of Pennsylvania, and upon the date of his death there were no cars in the train upon which he was working which were consigned to any points outside of the limits of the State of Pennsylvania, although on certain cars the cards were marked 'MC' as hereinbefore described.

"5. The cars of coal in the train upon which the deceased was working were being transported from the mines to different yards for the convenience of the shipper. The subsequent shipments of any of the cars in the train upon which the deceased was working to points without the State were made after the death of the deceased and after the train crew with which the deceased worked had severed its connection with the said cars.

"7. The code letters such as 'MC' and 'HA' as described in the testimony were used by the employees of the Philadelphia and Reading Coal and Iron Company for their own convenience and for the purpose of expeditiously assembling certain cars at certain points without any necessary bearing upon the ultimate destination of the said cars, although clearly it was the intention of the shipper that such cars were to eventually reach points outside of the State."

III. The Supreme Court of Pennsylvania erred in affirming the judgment of the Court below in favor of the defendant in error because by that decision it affirmed the award of the Workmen's Compensation Board, based upon a finding that the decedent was not engaged in interstate commerce, which finding was contrary to the evidence.

IV. The Supreme Court of Pennsylvania erred in refusing to reverse the judgment of the Court below, and in refusing to enter judgment for the plaintiff in error because the evidence before the Compensation Board and the findings thereon showed that the decedent was engaged in interstate commerce at the time of the accident, and, therefore, his dependents were not entitled to an award under the Workmen's Compensation Act of Pennsylvania.

BRIEF OF ARGUMENT.

The question involved in this case is of great importance not only to interstate carriers by railroad, and the employees of such carriers engaged in interstate commerce, but to those persons engaged in the trial of cases under the Federal Employers' Liability Act, and the Workmen's Compensation Act of Pennsylvania.

IS A BRAKEMAN ENGAGED IN INTERSTATE COMMERCE WHILE WORKING ON A TRAIN OF CARS WHICH WERE DESTINED, MARKED, AND EN ROUTE FROM A POINT IN PENNSYLVANIA TO POINTS IN NEW YORK, ALTHOUGH WAY-BILLS CONSIGNING THE CARS TO INDIVIDUAL CONSIGNEES HAD NOT YET BEEN ISSUED AND WERE NOT TO BE ISSUED UNTIL AFTER THE CARS PASSED THE RAILWAY SCALES?

The facts in the case are not disputed, the witnesses were all called by the claimant and there was no controversy either between them or between the claimant and defendant with respect to the circumstances upon which the legal question arises.

The husband of the claimant was killed while working as a brakeman upon a train composed of cars loaded with coal, which had started on a train from the mines to ultimate destination.

It is indisputable that it was the intention of the shipper, when on March 15th, 1916, it delivered these cars to the defendant's train crew for transportation, to send seven of them into the State of New York. It is indisputable that the code letters "M. C." were at that time upon the tickets covering these cars, thus disclosing this intention to the railway company's billing clerks at the Shamokin Scale, and it is indisputable that the cars were forwarded from the scale to consignees in New York on March 16th, the following day.

The testimony which shows these facts is found in the record, as follows:—

Testimony of **Constantine** (Record, page 12):—

"Q. When you received your tickets for this train at Locust Gap Colliery, was there more than one form or character of ticket given you?

"A. Two characters of ticket.

"Q. Without regard to any inscription or writing on it, but solely as to form, were you given any tickets of that character (indicating)?

"A. Yes, something similar to that, about similar to that.

"Q. And where were the cars covered by that form of ticket ——

"MR. PARRY:—Have you not subpoenaed these records?

"MR. REICK:—Yes, but I have not subpoenaed them from this witness, because he does not have them in his possession. The testimony was that he parted with them.

"MR. PARRY:—Cannot he identify the ones he had?

"MR. REICK:—We do not have the originals. They are exclusively within your control.

"MR. PARRY:—You subpoenead them. We have them here.

"Q. You say you had two forms of ticket?

"A. Yes, sir.

"Q. The one form, known as form 1285, was for cars consigned to St. Clair Scale?

"A. St. Clair Scale.

"Q. And the other, known as form 1262, consigned to Shamokin Scale?

"A. Yes, sir.

"Q. When you surrendered your train as you have indicated, by shifting some cars on one track and some on another at Locust Summit, what did you do with the tickets?

"A. Gave them to the yardmaster."

These tickets are set forth as Exhibits in the Record between pages 72 and 74 inclusive. Certain of these cars had been for tickets marked M. C, which the witnesses

interpreted to mean cars for points on the New York Central Railroad outside of the State of Pennsylvania.

(Record, pages 21 and 22):—

"By MR. PARRY:

"Q. These orders that have 'MC' on them did not cover Shamokin coal, did they?

"A. No, sir.

"Q. That coal was going beyond Shamokin, was it not?

"A. That is what I said; it meant a car to be applied on the N. Y. C. road, or an N. Y. C. & H. car. That is as far as my knowledge goes, when you get a call for that as a yardmaster we apply an N. Y. C. & H. car on that coal.

"Q. That is to get the New York Central cars back on their own road, I suppose?

"A. Yes, sir.

"Q. And they go up over the road to Newberry Junction and then to the New York Central; that is right?

"A. Yes, sir.

"By MR. REICK:

"Q. The understanding that you have of the initials 'MC' and these other initials that have been referred to, they are part of a code or instructions given to you by your company for the purpose of ——

"MR. PARRY:—Ask him to explain it.

"Q. Explain what 'MC' is and how you get it and what the effect of it is, and what it means.

"A. As a yardmaster you get a code from Mahanoy Plane scale in the evening, calling for the cars for the collieries for the next day, the kind of cars to be furnished. 'MC' means that an N. Y. C.—they may call for twenty, 'MC' call. That means to furnish them with twenty N. Y. C. & H. cars. They may say five 'GK,' that means five Pennsylvania cars; and they may say five 'MC's'; that means we must furnish them with an N. Y. C. car or car suitable to load to Buffalo

dock. That is what I mean by saying that 'MC' means to furnish a N. Y. C. & H. car, if possible, to furnish ten or twenty, whatever it means, at the colliery that day, for loading to the N. Y. C. & H. road."

Testimony of **Quirk** (Record, page 25):—

"Q. What do the initials MC stand for?

"A. Out of State points on the New York Central; out of Pennsylvania, State of New York.

"Q. Where did you get that 'MC' that you put on there?

"A. From the shipping agent at Mahanoy Plane scales.

"Q. I suppose you use that code very many times daily, do you not?

"A. Positively.

"Q. How long has that been the code letter for the New York Central points, New York State?

"A. I have been in the employ 14 years, and it has been for the last 14 years."

(Record, page 26):—

"Q. What does 'MC' mean?

"A. I think I have answered that.

"Q. Answer it again.

"A. Points in New York State.

"Q. You did not say that a moment ago; you said points on the New York Central.

"A. No.

"MR. MACKEY:—No, he said points outside of the State, and New York State.

"Q. If a car was intended for shipment to a point on the New York Central Railroad in Pennsylvania, how would it be marked?

"A. I do not know as the Pennsylvania Railroad enters into the New York Central.

"Q. I did not say that. Listen to the question again. If a car left Locust Gap Colliery intended for

a point on the New York Central Railroad within the State of Pennsylvania, by what letters in your code would it be marked?

"A. Within the State of Pennsylvania?

"Q. Yes, sir, on the New York Central Railroad.

"A. I never had a shipment of that kind; I could not tell you.

"MR. PARRY:—The New York Central does not run into Pennsylvania; it is the Fall Brook and Beech Creek.

"Q. Did you ever have a shipment for points on the New York Central in Pennsylvania?

"A. No, sir; not that I can recall.

"Q. And you are unable to tell us just how a car intended for shipment to a point on the New York Central Railroad within the State of Pennsylvania would be marked?"

(Record, page 27):—

"A. Any New York Central orders are marked 'MC.'

"Q. Would that apply if it were to a point within the State of Pennsylvania?

"A. That is what I would like a little information on. Does the New York Central Railroad enter the State of Pennsylvania?

"Q. The question is, from your code, whether 'MC' applies to the New York Central as a railroad, or whether it applies within or without the State. That is the question, and your attention is directed to that.

"A. Out of the State?

"Q. Out of the State.

"A. Yes, sir.

"Q. And you cannot tell us how a car intended for shipment on the New York Central within Pennsylvania would be marked, can you?

"A. I never had any shipment.

"By MR. PARRY:

"Q. The New York Central's line in Pennsylvania is called the Beech Creek Railroad, is it not? That is the railroad that connects with the Reading at Newberry Junction, is it not?

"MR. REICK:—The Fall Brook and Beech Creek, known as the New York Central, running right through to Clearfield.

"Q. Have you a code word for the Beech Creek?

"A. That 'MA' order is Beech Creek.

"Q. 'MA' is the Beech Creek code word?

"A. Yes, sir.

"Q. When the cars left your office or your colliery, you had no knowledge where those cars were going, beyond Shamokin Scales or St. Clair scales, did you?"

(Record, page 28):—

"A. I know those cars were going out of the State.

"Q. How?

"A. On that 'MC' order.

"Q. By reason of this code that is intended for the employees of the railroad and the Coal and Iron Company?

"A. Yes, sir.

"Q. And that is the only way, is that right?

"A. That I could not tell, either.

"Q. That is the only way you had of knowing?

"A. Yes.

"By MR. MACKEY:

"Q. Would it be necessary for you to know anything about the destination of a car of coal leaving your colliery?

"A. I am not supposed to know. I simply ship it to the scales, and it is re-billed at the scales.

"Q. Your order is, ship so many cars of coal to the scales?

"A. Yes, sir.

"Q. Do you put these tags on with various letterings when they leave your colliery—'MC' and 'MA'?

"A. Yes, sir.

"Q. Why do you do that? Why are you required to do that? Why don't you just send a certain number of cars up to the scales and let the re-billing occur there?

"A. It has been customary ever since I have been on the job, and so it is with all shippers. It may help the scale men out when they get these tickets; they know what line to ship over. We do not bill; we just ship to the scales, and the cars are weighed and re-ticketed and re-billed from there.

"Q. This is done for the purpose of secrecy as against competition, is it not?

"A. Not that I know of.

"Q. Mr. Parry:—I do not think so.

"A. Those here are posted up at the office, that 'MC', and the different railroads. If I had my list here I could explain better.

"Q. When you send these trains out, then you know and you mark certain of them for points outside of the State?

"A. Yes, sir.

"Q. You know that there is going to be practically a continuous journey of that car from your colliery to a point without the State?

"A. Yes, sir.

"Q. And the only interruption of that journey is to weigh them at the scales?

"A. Yes, sir."

The evidence further shows that the rate of freight for the coal carried in these particular cars included transportation from the mine to the point of destination in the State of New York.

Testimony of **Stewart** (Record, page 32):—

"Q. I see here way bill No. 979, covering car New York Central 79749 from Shamokin scale to Rochester, New York; rate $1.90 per ton. That is correct, is it?

"A. Yes, sir.

"Q. Does that charge cover the haul from the colliery to Rochester, New York, or the haul from Shamokin scales to Rochester, New York?

"A. To the best of my knowledge that covers it from the colliery right through to the destination.

"Q. Do you charge any separate or additional sum for hauling the car from Locust Gap Colliery to Shamokin scale, other than that figure, at that rate?

"A. No, sir; not any."

Upon this testimony the Workmen's Compensation Board found:—

"The shipping orders that reached the hands of the conductor of the train upon which the deceased was working contained no suggestion of a shipment beyond the State of Pennsylvania in direct words, but there were certain cars of coal in this train that had been ordered in the usual method as above described but upon the cards or memoranda that reached the conductor there were certain letters of a private code, indicating that a car to which the card was attached was intended eventually to be shipped outside of the State" (Record, page 33).

"All then that was upon this ticket was the size of the coal, the number of the car, its initials, the capacity of the car and the number of the order. It will be noticed that under the number of the order are two letters 'MC'" (Record, page 34).

"The part played by these letters in the final disposition of car Number 730455 is shown by the testimony.

These letters 'MC' were placed upon this ticket in consequence of the orders telegraphed from Mahanoy Plane to the shipping clerk of the coal company at the mines and indicated that it was the intention of the shipper to eventually consign this particular car to a point without the State. This car was cut out of the train at Locust Summit and placed upon a switch in the yard where cars were assembled to be forwarded to Shamokin Scales.

"It must be remembered that this shipment was from the Philadelphia and Reading Coal and Iron Company to itself. When the car reached its destination at the Shamokin Scales it was inspected, weighed and rebilled on the next day. Under the testimony there was no writing on the ticket below the double line. On the day after the deceased had been killed this car was billed to Ebner & Wahling, Webster, N. Y., via New York Central Railroad.

"The course that this car took is typical of a number of others in the train. This one, however, is sufficient to characterize the whole train together with the work of the deceased as interstate business if it be determined that the interstate trip began at the mine.

"We accordingly assemble the following facts and inferences as being, in our judgment, the ones material to this issue. Any other facts found by us in the foregoing discussion are to be considered however as findings of facts for the purpose of review."

"4. The work of the deceased for the defendant never took him outside of the State of Pennsylvania and upon the date of his death there were no cars in the train upon which he was working which were consigned to any points outside of the limits of the State of Pennsylvania, although on certain cars the cards were marked 'MC' as hereinbefore described" (Record, page 37.)

In spite of this evidence, which was uncontradicted, and these findings, it is held by the Compensation Board and

the learned Court below that the bare fact that the consignor intended this coal to be delivered to parties in the State of New York is not enough to give it the character of interstate freight, and authorities are cited in support of this contention. As an abstract proposition of law this principle is qualifiedly true. The bare fact, for example, that a certain pile of coal in the mines of the Philadelphia and Reading Coal and Iron Company was intended by it or even had been set apart by it to meet an order from the State of New York obviously would not of itself make employment in connection therewith an engaging in interstate commerce. On the contrary it would only be when that coal was delivered to the carrier that it acquired an interstate character. It was, however, this element of a mere intention in the mind of the shipper which seemed to prevail with the Court below. This, however, is simply to beg the question for the intention was followed by complete and instant performance.

Since the Compensation Board found that these cars moved to points outside the State, but concluded that such movement was subsequent to the death of the claimant's husband, the question is when the interstate movement began and in its solution the shipper's intention may be a material factor.

We conceive the rule to be THAT AN INTERSTATE MOVEMENT BEGINS WHEN THE PROPERTY IS DELIVERED BY THE SHIPPER TO THE CARRIER FOR TRANSPORTATION, THE INTENTION OF THE PARTIES BEING THAT THE SHIPMENT SHALL MAKE A PRACTICALLY CONTINUOUS MOVEMENT INTO ANOTHER STATE. These conditions are not only present here, but the intention of the parties was literally fulfilled.

The opinion below is clearly based on the theory that an interstate movement did not begin until the cars left Shamokin because until then the consignees were not named, and it was not until then that the title to the coal shifted from the shipper to the consignees. No case, however, is cited, and it is believed that none can be found in which this question of title has been held to be material. In an ordinary

interstate shipment it often is the case that for business reasons the title to the freight consigned to a destined point is to remain in the shipper until payment; but surely, this question, material as it is between the consignor and consignee of the freight, has no relevancy and no importance in an issue between the carrer and its employees, where the sole question is whether the carrier and the employee are engaged in interstate transportation.

The case at bar, we submit is ruled by the following decisions:—

Baer vs. D. & R. G. R. R., 233 U. S. 479.

A shipper consigned a commodity from St. Louis, Mo., to Leadville, Col. It was transported over one railroad from St. Louis to Pueblo, Col., the receiving carrier giving a receipt showing that the commodity was to be delivered to the consignee at Leadville via another road. No through rate was established or no through bill of lading issued. The first company issued a bill of lading for the shipment from St. Louis to Pueblo at a local rate. The car was there delivered to another railroad company at a local rate, which company named to the consignee, the first railroad company as consignor. It was held by the United States Supreme Court that while there was no through rate or through route, there was in fact a through shipment from St. Louis, Mo., to Leadville, Col., and the interstate character of the shipment could not be destroyed by ignoring the point of origin and destination, separating the rate into component parts and by charging local rates and issuing local waybills and thus attempting to convert an interstate shipment into an intrastate shipment.

R. R. Commission of Louisiana vs. Texas & P. R. Co., 229 U. S. 336.

The shippers delivered to the carrier at certain stations in Louisiana 18 carloads of logs and staves to be transported to Alexandria, Louisiana, and there developed to another railroad which transported them to New Orleans, La., where they were unloaded from the cars, put on board

ships and exported to foreign countries. The bill of lading in each case provided for the delivery of the freight from the initial point to New Orleans, there to be delivered to the shippers' or consignees' order. The consignee, a broker, resided at New Orleans. Notwithstanding the bills of lading the stoves and logs were intended by the shippers for export. The sole question before the United States Supreme Court was whether the shipments were foreign or intrastate commerce while moving in Louisiana. The Court held they were foreign shipments and that the cargo took that character when it actually started from the initial point of its journey, although it was transported within the State under local bills of lading to New Orleans. The stoves and logs were intended by the shippers to be exported to foreign countries and though the transportation was interrupted at New Orleans it was only to the extent necessary for trans-shipment.

Ohio R. R. Commission vs. Worthington, 225 U. S. 101.

Coal is shipped by mine operators in Ohio to Huron, Ohio, a port on Lake Erie, marked simply "Lake coal" consigned to the mine operator or some office employee whose name is merley used for convenience. The operator then notifies the railroad that at a certain time a vessel will be at Huron to load so many tons of a certain grade of coal. The railroad company then picks up such cars of the operator's coal in the yard at Huron as are necessary to fill the cargo, and moves them alongside the vessel, loads it and furnishes the shipper with a statement showing the car numbers and weights and total tons of coal in the vessel, on which information the bill of lading is made out. There is testimony to the effect that when the coal leaves the mines it is not known in what vessel it will be loaded nor to what ultimate destination it will go, and sometimes such coal is sold and vessel arranged for after the coal is at Huron. Some of this coal is sometimes diverted for local consumption at the port.

On this statement of facts the Supreme Court of the United States held: "By every fair test the transportation of this coal from the mine to Huron is an interstate carriage intended by the parties to be such." * * * "Much stress is laid in the argument for the commission that the coal is billed only to Huron and in that aspect of the case it is controlled by G. C. & S. F. *vs.* Texas, 204 U. S. 403 * * * but there a new and independent contract for intrastate shipment was made, the interstate transportation having been completely performed; here a rate is fixed which includes the placing of coal in the vessels." * * * The test of through billing is not determinative.

Held that the commission's order fixing an intrastate rate on this traffic be enjoined as a direct attempt to regulate interstate commerce.

T. & N. O. R. Co. vs. Sabine Tram Co., *227* U. S. 111.

Lumber was shipped under local bills of lading from an interior point in Texas to a port in Texas where it was switched to the docks. The consignee presented the bills of lading, tendered the freight charges and demanded and received the lumber which he thereupon loaded on ships and sent to Europe. None of the lumber remained in the dock or in the slips longer than the time necessary to await the arrival of the ship chartered. Some of the lumber arrived before the ship was chartered and some afterward. The shipments having the character of interstate commerce after they passed out of the port, the question was when they acquired it. Citing Coe *vs.* Errol, and Commission *vs.* Worthington, *supra,* the Supreme Court of the United States held that since the lumber was intended for export it was of no consequence that the original shipper had no concern with it after it reached the port. The shipment was not an isolated one, but typical of many others, and that it is the nature of the traffic and not its accidents which determines its character. That there must be continuity of movement we may conceive and to a foreign destination at the time of shipment. The determining circum-

stance is that the shipment of lumber to the port was but a step in is transportation to its real and ultimate destination in foreign countries. The conclusion is that the interstate movement began, not at the port, but at the point of origin and interstate rates must be applied between these points to the exclusion of rates established by the State Railroad Commission.

It is scarcely possible to conceive of cases more exactly in point and their application is sufficiently obvious. Here we have a case where the cars were intended by the shipper to go beyond the State to a certain locality; where they actually did go beyond the State to that locality in a practically continuous movement, and where the rate covered the whole journey from the colliery to the destination in New York. The movement was not an isolated one, but typical of many in a general and uniform course of business. The Court below ignored the general nature of this traffic and its determining circumstance, to wit; that the movement as far as Shamokin was but a step in the transportation to the real and ultimate destination in New York. Under any test that has ever been appliel in the decisions of the Federal Courts, it is submitted, that the coal in the cars marked "M. C." started on its interstate journey the moment the cars left the colliery, and that any person engaged in the operation of a freight train of which these cars formed a part was engaged in interstate commerce within the meaning of the Federal Law. That clearly, therefore, the decedent was engaged in interstate commerce at the time of his death, so that any right of action growing out of his death must be based upon the Federal Employers' Liability Act aforesaid, and not upon the Workmen's Compensation act of the State of Pennsylvania.

Respectfully submitted,

GEORGE GOWEN PARRY,
Counsel for Petitioner.